

Document No.

**WATER MAIN
EASEMENT
AGREEMENT**

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City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

451-1535-000

Parcel Identification Number (PIN)

THIS WATER MAIN EASEMENT AGREEMENT (this "Agreement") is by and between CHR. HANSEN, INC., a Wisconsin corporation, hereinafter referred to as the "Grantor" and CITY OF WEST ALLIS, a Wisconsin municipal corporation, hereinafter referred to as the "Grantee."

RECITALS:

A. The Grantor is the fee simple interest owner of certain property in the City of West Allis, Milwaukee County, State of Wisconsin, as more particularly described in the attached and incorporated Exhibit A (the "Property").

B. Grantor has agreed to grant to Grantee a permanent and non-exclusive water main easement over that certain portion of the Property, as more particularly described in the attached and incorporated Exhibit B and as further illustrated in the attached and incorporated Exhibit C (the "Easement Area") for the purposes of constructing, maintaining, repairing, rebuilding, and operating water main facilities through and along the Easement Area, all subject to the terms and conditions contained herein.

AGREEMENT:

In consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor for itself and its successors and assigns and the Grantee for itself and its successors and assigns do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its agents, employees, and contractors a perpetual and non-exclusive water main easement over the Easement Area for the purposes of

constructing, continuing, maintaining, operating, repairing and rebuilding underground water main facilities within the Easement Area (the "Facilities") together with the right to access the Easement Area, as may be reasonably necessary to carry out the purposes of this Agreement.

2. Installation, Maintenance, Repair and Replacement of Facilities. Grantor shall, at Grantor's sole cost and expense, install the Facilities in compliance with all ordinances, regulations, and other laws and requirements imposed by any governmental authority having jurisdiction.

Grantee shall, at Grantee's sole cost and expense, be responsible for maintaining the Facilities in good condition and repair after installation, and in compliance with all ordinances, regulations, and other laws and requirements imposed by any governmental authority having jurisdiction. In exercising its easement rights pursuant to this Agreement, Grantee agrees to give Grantor reasonable advance notice of any entrance onto the Easement Area except in the event of an emergency. All maintenance shall be done in a manner so as to reasonably limit interference with the use of the Easement Area and the Property.

In the event that maintenance is required and cannot reasonably be delayed, Grantor may attempt to cure the emergency maintenance situation and shall be reimbursed by Grantee to the extent Grantee has agreed to reimburse Grantor prior to the commencement of such maintenance work.

3. Restoration of Easement Area. Grantee and its agents, employees, and contractors shall have the right to enter the Easement Area for the purpose of exercising the rights herein acquired, but the Grantee agrees to promptly restore or cause to have restored, at its sole cost and expense, the pavement over the Easement Area, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents, employees and contractors. Grantee has no responsibility to restore any improvements other than pavement.
4. No Structures on Easement Area. Grantor agrees that no buildings or other structures (other than driveways, parking lots, sidewalks, utilities and landscaping improvements) shall be built or maintained on the Easement Area. The Easement Area shall only be used for parking of motor vehicles or such other use that will not interfere with Grantee's access to the Facilities. Notwithstanding the foregoing, the water main easement granted herein shall be non-exclusive and, to the extent necessary, Grantor or other parties taking through Grantor may repair, replace, enlarge, or install other utilities within the Easement Area, except that any such additional use of the Easement Area shall not in any way interfere with Grantee's ability to exercise its rights under this Agreement.
5. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.
6. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefitting party from later use of the easement rights to the fullest extent authorized by this Agreement.

7. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.
8. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement or their successors or assigns and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.
9. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
10. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties execute the foregoing Water Main Easement Agreement as of _____, 2020

CHR. HANSEN, INC., a Wisconsin corporation (GRANTOR):

BY: _____
Name

Title

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, the above-named _____, as
_____ of _____, to me known to be the persons who executed the foregoing and
acknowledge the same.

Notary Public, State of Wisconsin
My Commission: _____

CITY OF WEST ALLIS, a Wisconsin municipal corporation
(GRANTEE):

BY: _____
Name

Title

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, the above-named _____, as
_____ of _____, to me known to be the persons who executed the foregoing and
acknowledge the same.

Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A
GRANTOR'S PROPERTY DESCRIPTION

EXHIBIT B
EASEMENT AREA DESCRIPTION

EXHIBIT C
EASEMENT AREA ILLUSTRATION